

1 respect to the agreement or with respect to establishing or  
2 putting WJUX on the air?

3 A I think this paragraph refers to -- it doesn't  
4 have any reference at all to the technical aspect of  
5 building --

6 Q Just the agreement?

7 A Yes.

8 Q Okay. All right.

9 And on the basis of anything you've heard during  
10 the course of the hearing, does that cause you to change?

11 A No.

12 Q Do you want to change -- okay.

13 The last paragraph on page 4, "As of October '94,  
14 I was the sole licensee of the Fort Lee translator," could  
15 you just read the first two lines, "As of October '94" down  
16 to "was commonly owned by Mr. Weis."

17 A Okay.

18 Q Was the common ownership of the Pomona translator  
19 with you and Mr. Weis, was that in your mind the obstacle  
20 for the establishment of the Jukebox Radio Network and its  
21 relationship with MMBI?

22 MR. NAFTALIN: Objection to the form of the  
23 question.

24 MR. ARONOWITZ: Okay, let me try it again.

25 //

1 BY MR. ARONOWITZ;

2 Q Did you understand that you could have the network  
3 relationship with MMBI and have common ownership of the  
4 Pomona translator with Mr. Weis?

5 A I didn't think of it in those terms.

6 Q What was the problem with the Pomona translator,  
7 if any?

8 A The problem with the Pomona translator was that I  
9 knew that it was serving Rockland County with Jukebox Radio,  
10 something they had been accustomed to for about a year and a  
11 half through WJUX Franklin Lakes. They had been listening  
12 to it all along. And I knew that when I entered into this  
13 agreement and started translating Monticello on Fort Lee,  
14 that there would be a loss of service in Rockland County  
15 until Mr. Weis divested himself of the Pomona facility.  
16 And then Jukebox Radio could serve Rockland County again.

17 Q So prior -- the Pomona translator used to carry  
18 Jukebox Radio programming from Franklin Lakes?

19 A Yes.

20 Q Okay. And then it stopped.

21 A Yes.

22 Q And then you divested the interest.

23 JUDGE STEINBERG: Mr. Weis did.

24 BY MR. ARONOWITZ;

25 Q Mr. Weis divested the interest?

1 A Yes.

2 Q And then everything was set up the way we now --

3 A To return the service in the county, yes.

4 Q Okay. And your role as chief operator was without  
5 pay?

6 A Yes.

7 Q And did you understand the FCC rules to not allow  
8 you to get paid for that position?

9 A Yes.

10 Q Okay. On page 5, and I'm just going to flip pages  
11 for a couple of minutes, the first full paragraph that  
12 begins, "Approximately in late October '94," I see one, two,  
13 three, sentences down that -- four sentences down that says,  
14 "The receiving antennas of the Fort Lee translator," do you  
15 see that sentence?

16 A Yes.

17 Q And could you read that sentence?

18 A Yes.

19 Q Okay. And the sentence says, "The receiving  
20 antennas at the Fort Lee translator were able to receive the  
21 signal to Monticello station directly off the air or  
22 directly through space with no difficulty."

23 A Yes.

24 Q Could you explain -- in light of what we have  
25 heard today -- up till today, what you've heard and read

1 thus far, would you change the words "with no difficulty"?

2 All right, let me rephrase that. I withdraw that  
3 question.

4 JUDGE STEINBERG: No. Does the witness understand  
5 the question?

6 THE WITNESS: No, Your Honor.

7 MR. ARONOWITZ: Okay.

8 JUDGE STEINBERG: Okay, because there are legal  
9 difficulties, there are engineering difficulties, and I  
10 think you're not talking about the legal difficulties.

11 MR. ARONOWITZ: Absolutely correct. I'm just  
12 talking about, you know, engineering.

13 JUDGE STEINBERG: Yes. The sentence, I think,  
14 is -- you can read it one way. Your question left it open.

15 MR. ARONOWITZ: Okay.

16 JUDGE STEINBERG: That's why I wanted to ask.

17 MR. ARONOWITZ: Absolutely, and I referred to it,  
18 and when I referred to it, I meant in an engineering sense;  
19 not in a legal sense, the no difficulty.

20 BY MR. ARONOWITZ;

21 Q And I guess my question is, given the use of the  
22 filters and the hot spot -- well, maybe this is just a  
23 semantic difference. It would seem to me that the filters  
24 and the hot spot are not usual -- well, the hot spot is not  
25 unusual. The filters greatly increased the perceptible

1 audio when they were installed; is that correct?

2 No, they eliminated cha-cha.

3 MR. NAFTALIN: You have to say yes or no.

4 JUDGE STEINBERG: The witness --

5 THE WITNESS: No.

6 JUDGE STEINBERG: -- was nodding his head no.

7 MR. ARONOWITZ: Okay.

8 BY MR. ARONOWITZ;

9 Q The filters did what?

10 A The filters just improved reliability.

11 Q Okay. All right. Okay.

12 And the signal could be received without the hot  
13 spot but with the use of the filters?

14 A I think I testified about an hour ago that I had  
15 never really tested that.

16 Q Okay. Page 6, the last paragraph, "I personally  
17 installed network equipment," --

18 A I'm sorry. This is on page 7?

19 Q Page 6. Excuse me. Page 6, last paragraph, "I  
20 personally installed network equipment"?

21 A Yes.

22 Q Why don't you read that sentence and the next  
23 sentence that would then go down to "including its main  
24 study in Ferndale, New York."

25 A Okay.

1 Q You've read it? Okay.

2 And the first part of the sentence says, "Although  
3 I assisted Mr. Weis in a general sort of way in starting up  
4 the Monticello station, I did not personally build the  
5 Monticello station facilities."

6 Is it -- weren't the Monticello station facilities  
7 preexisting?

8 A Yes.

9 Q Okay. And --

10 MR. RILEY: Your Honor, I think the form of the  
11 question, despite the fact the witness answered it and  
12 appeared to understand it, I think the form of the question  
13 encompasses a great number of things. Facilities for a  
14 station range from a study through a transmitter to an  
15 antenna.

16 JUDGE STEINBERG: Why don't you re-ask it? You  
17 know, specify exactly what you mean.

18 MR. ARONOWITZ: Okay. Understood.

19 BY MR. ARONOWITZ;

20 Q When you said Monticello station facilities, what  
21 were you referring to?

22 A The studios.

23 Q Okay. And were the studios -- was the equipment  
24 in the studios there already?

25 A Most of it, yes.

1 Q Okay. And did you add -- did you add any  
2 equipment?

3 A Yes.

4 Q And was additional equipment located at the  
5 transmitter site, additional network equipment?

6 A Yes.

7 Q So while this sentence is accurate with respect to  
8 the WJUX Monticello, the station non-network equipment, this  
9 sentence doesn't refer to network, anything you might have  
10 done with respect to the network; is that correct?

11 MR. NAFTALIN: I object to the form of the  
12 question.

13 JUDGE STEINBERG: Okay, which question, the  
14 "although I assisted" sentence?

15 MR. ARONOWITZ: Yes, the "Although I assisted Mr.  
16 Weis in a general sort of way in starting up the Monticello  
17 station, I did not personally build the Monticello station  
18 facilities nor did Jukebox Radio pay for any of the costs of  
19 constructing the Monticello station."

20 My question was --

21 JUDGE STEINBERG: I think the sentence is pretty  
22 clear.

23 BY MR. ARONOWITZ;

24 Q But it doesn't refer to the network; is that  
25 correct? Efforts done with respect to the network?

1 JUDGE STEINBERG: That's the first sentence.

2 MR. ARONOWITZ: Okay.

3 JUDGE STEINBERG: And also this third sentence,  
4 the network equipment.

5 MR. ARONOWITZ: Okay.

6 JUDGE STEINBERG: So I think you have to read it  
7 in context.

8 MR. ARONOWITZ: Okay, I just wanted to be sure.

9 JUDGE STEINBERG: Well, if you're not sure, ask,  
10 but I think --

11 MR. ARONOWITZ: That's why I just did. Now I'm  
12 sure and I'm moving along.

13 JUDGE STEINBERG: Okay, I don't want you to be not  
14 sure.

15 MR. ARONOWITZ: Moving along. No, it's clarified,  
16 absolutely clarified.

17 BY MR. ARONOWITZ;

18 Q On the next page, page 7, the first full  
19 paragraph, "I have never exercised control," could you just  
20 read that sentence?

21 A Yes, I've read it.

22 Q Okay. You do, however -- Jukebox Radio Network,  
23 however, has the responsibility to make their network  
24 payments; is that correct?

25 A Correct.



1 Q Okay.

2 JUDGE STEINBERG: Let me ask this: Forget it, I  
3 have the -- I will withdraw that because I have the --  
4 something is mixed up on my mind, and it would have been a  
5 really stupid question.

6 MR. ARONOWITZ: That hasn't stopped me, Your  
7 Honor.

8 (Laughter.)

9 JUDGE STEINBERG: Let the record reflect humor.

10 MR. ARONOWITZ: Actually, this one actually -- let  
11 the record reflect that we actually got a response this  
12 time.

13 (Laughter.)

14 MR. ARONOWITZ: Thank you, Your Honor.

15 BY MR. ARONOWITZ;

16 Q I ask you to turn to page 21, the bottom of the  
17 page, and I think there is a paragraph marked "7"

18 A Yes.

19 Q Do you see that?

20 A Yes.

21 Q Would you read one, two sentences --

22 JUDGE STEINBERG: Why don't you read all the  
23 sentences.

24 MR. ARONOWITZ: Read that whole paragraph.  
25 Absolutely, read the whole paragraph.

1 THE WITNESS: Read the first paragraph, Your  
2 Honor.

3 JUDGE STEINBERG: Understand it.

4 MR. ARONOWITZ: It starts, "Mr. Gaghan was."  
5 (Witness reviews document.)

6 THE WITNESS: Yes, I've read it.

7 MR. NAFTALIN: Could we go off the record a half a  
8 sentence? I'm sorry?

9 JUDGE STEINBERG: Yes.

10 (Discussion off the record.)

11 JUDGE STEINBERG: Back on the record.

12 BY MR. ARONOWITZ;

13 Q Are you aware of whether any of your employees may  
14 harbor a dislike for WVNJ or it may have threatened WVNJ or  
15 the Warshaws? Just do you know?

16 A Could you repeat the question?

17 Q Are you aware of whether any of your employees,  
18 Jukebox Radio, whatever, may harbor a dislike for WVNJ or  
19 the Warshaws?

20 A No.

21 Q Are you aware of whether any of your employees  
22 threatened WVNJ or the Warshaws?

23 A I have no proof of such incidents, no.

24 Q Are you aware that there are allegations of such  
25 incidents?

1 A Unfounded allegations.

2 Q Okay.

3 (Pause.)

4 MR. ARONOWITZ: Off the record for one moment?

5 JUDGE STEINBERG: Yes.

6 (Pause off the record.)

7 JUDGE STEINBERG: Back on the record.

8 BY MR. ARONOWITZ;

9 Q the unfounded allegations that you spoke of, do  
10 you know what they are?

11 MR. NAFTALIN: Objection as to relevance.

12 MR. ARONOWITZ: Well --

13 JUDGE STEINBERG: What's the relevance to --

14 MR. NAFTALIN: What is it?

15 JUDGE STEINBERG: -- Mr. Turro's qualifications or  
16 Mr. Weis's qualifications?

17 MR. ARONOWITZ: Well, Mr. Turro in his direct  
18 statement has stated that there is -- that he is aware of  
19 WVNJ employees harboring a personal dislike for him and  
20 threatening him.

21 JUDGE STEINBERG: He said Mr. Gaghan.

22 MR. NAFTALIN: Right, who was a witness.

23 MR. ARONOWITZ: Well, who is a WVNJ employee.

24 JUDGE STEINBERG: So?

25 MR. ARONOWITZ: I just want to see if it --

1 JUDGE STEINBERG: And Mr. Gaghan testified, and we  
2 have to assess his credibility, and the interest he has, if  
3 any, in this proceeding and other things. And if we had  
4 allegations against WVNJ here and it was alleged that Mr.  
5 Turro had harbored dislike for VNJ and VNM employees and it  
6 might affect his credibility with respect to his statements  
7 concerning WVJN's qualifications, I would say go ahead. But  
8 I think this is like -- I restricted during Mr. and Mrs. --  
9 well, it was Mr. Warshaw's deposition, I did not let Mr.  
10 Turro's counsel inquire into any of the financial aspects,  
11 or was it financial harm -- I forget exactly what the ruling  
12 was -- because I didn't think it was relevant to this  
13 proceeding. And I don't think this line of questioning is  
14 relevant.

15 MR. ARONOWITZ: I would only -- I would only make  
16 the suggestion that I asked the question only to establish  
17 the state of mind that existed relative to Mr. Turro's  
18 statements with respect to his concerns and suspicions that  
19 were raised yesterday with respect to WVNJ.

20 JUDGE STEINBERG: That VJY was jamming him?

21 MR. ARONOWITZ: Correct.

22 JUDGE STEINBERG: Okay. So that's on the record.

23 MR. ARONOWITZ: Okay.

24 JUDGE STEINBERG: He thought VNJ was jamming him,  
25 and he found out that FCC jammed him.

1 He doesn't like Mr. Gaghan. Mr. Gaghan doesn't  
2 like him. That's apparent from the record.

3 MR. ARONOWITZ: I think we can stipulate to that.

4 MR. NAFTALIN: Yes.

5 JUDGE STEINBERG: We don't stipulate to it. it's  
6 already in the record. But I don't think any knowledge or  
7 details of whatever you're talking about, and I think I  
8 know, are irrelevant.

9 MR. ARONOWITZ: All right. Well, to the extent,  
10 all right, to the extent --

11 JUDGE STEINBERG: Not to any extent.

12 MR. ARONOWITZ: Absolutely.

13 JUDGE STEINBERG: Pretty forward.

14 MR. ARONOWITZ: I have no more at this time, Your  
15 Honor.

16 JUDGE STEINBERG: Let's take -- do you want to  
17 take 10 minutes, Mr. Helmick?

18 MR. HELMICK: That's all right with me.

19 JUDGE STEINBERG: All right, let's take 10 minuets  
20 and be back here a little before 11:30, and if Mr. Turro  
21 needs more time --

22 THE WITNESS: I'm back to -- I'm fine. Thank you.

23 JUDGE STEINBERG: Okay, we'll take about 10  
24 minutes.

25 THE WITNESS: I'm fine. Thank you very much. My

1 health is excellent.

2 (Whereupon, a recess was taken.)

3 JUDGE STEINBERG: Back on the record.

4 Mr. Helmick?

5 MR. HELMICK: Are we on?

6 JUDGE STEINBERG: Yes.

7 CROSS-EXAMINATION

8 BY MR. HELMICK:

9 Q

10 BY MR. ARONOWITZ;

11 Q Mr. Turro, what is your understanding of a local  
12 marketing agreement, you've heard that term before?

13 A I've heard that term before, and I've never worked  
14 at a station that had an LMA, and for me to define one would  
15 be going out on a limb.

16 Q I'm not asking you to define one. I am asking  
17 what is your understanding of what a local marketing  
18 agreement?

19 A An LMA, if I were to guess, would be basically  
20 where you go into a radio station. You take control -- you  
21 lease the radio station, you pay a monthly fee, and you take  
22 decisions on who gets hired, who gets fired. You pay the  
23 bills and you operate the radio station.

24 Basically, if you have an LMA, you control the  
25 radio station.

1 JUDGE STEINBERG: Don't tell the Commission that.

2 MR. HELMICK: Yes.

3 THE WITNESS: Well, I really don't know because,  
4 as i said, I've never been involved in an LMA. I've never  
5 worked at a radio station with an LMA.

6 Q Does an LMA, in your understanding, involve where  
7 someone comes in and does essentially 100 percent of the  
8 programming, produces 100 percent of the programming of the  
9 station?

10 A Not necessarily, no.

11 Q What do you mean "not necessarily"?

12 A Well, you go in and you lease a radio station, and  
13 you take a feed from West Wood I, and they would be feeding  
14 you all the pie.

15 Q Let's say you had no network at the station, and a  
16 person comes in under an LMA, do they usually production  
17 their broadcasting, 100 percent of the programming on the  
18 station?

19 MR. NAFTALIN: I'm going to object at this point.  
20 This is calling for speculation from the witness. He has  
21 testified he doesn't know about it.

22 JUDGE STEINBERG: I think Mr. Helmick can ask  
23 questions as to probe Mr. Turro's --

24 MR. HELMICK: This is a preliminary question, Your  
25 Honor.

1 JUDGE STEINBERG: Yes. But I think you can ask  
2 questions to probe Mr. Turro's familiarity or lack of  
3 familiarity with these things. And if you aren't familiar  
4 and you don't know, just say you don't know.

5 Let me just excuse Mr. Turro for a minute. Can  
6 you go out for a minute?

7 THE WITNESS: Sure.

8 JUDGE STEINBERG: You can use that door because  
9 it's closer.

10 THE WITNESS: Sure.

11 (Witness temporarily excused from the witness  
12 stand.)

13 MR. NAFTALIN: This banging is starting to get on  
14 my nerves.

15 JUDGE STEINBERG: Okay, let the record reflect  
16 that what Mr. Naftalin was talking about there is  
17 construction going on in the building, and he is sitting in  
18 a place where --

19 MR. NAFTALIN: It's a hot spot.

20 JUDGE STEINBERG: -- he can hear banging.

21 MR. RILEY: I knew you --

22 MR. ARONOWITZ: I was ready.

23 JUDGE STEINBERG: I didn't want to say it but --

24 (Laughter.)

25 JUDGE STEINBERG: -- and everyone is laughing.



1 And if you want to move --

2 MR. NAFTALIN: Thank you.

3 JUDGE STEINBERG: -- to a cold spot, you may.

4 (Laughter.)

5 MR. ARONOWITZ: Today is a real humor day because  
6 we're actually laughing.

7 JUDGE STEINBERG: An LMA is when one station in  
8 the market basically leases another station in the same  
9 market. Is it limited to the same market?

10 MR. ARONOWITZ: I don't think it's limited --

11 MR. HELMICK: It's not limited to the same market.

12 MR. ARONOWITZ: -- to the same market. That may  
13 have implications but I don't --

14 MR. HELMICK: And you don't want to use the word  
15 "lease."

16 JUDGE STEINBERG: I know I don't want to use the  
17 word "lease" like he didn't want to use the word "control,"  
18 or you didn't you want to use word "lease." The Commission  
19 doesn't --

20 MR. HELMICK: Right.

21 JUDGE STEINBERG: -- like to acknowledge that's  
22 what is being done. But it's not limited to the same  
23 market?

24 MR. HELMICK: No. Typically, when someone wants  
25 to buy a station in a market, they have no other stations in

1 the market, they enter into an agreement to acquire a  
2 station and while the application is pending with the  
3 Commission they enter into an LMA where they program the  
4 station 100 percent of the time.

5 JUDGE STEINBERG: Okay. Yes, my concern was that  
6 it was limited to two stations in the same market.

7 (Simultaneous conversation)

8 JUDGE STEINBERG: Wait, one person has to talk at  
9 a time.

10 MR. ARONOWITZ: It's not limited to the same  
11 market. When it's in the same market, it has ownership  
12 implications.

13 JUDGE STEINBERG: What is the rule number?

14 MR. NAFTALIN: It's 35(a)55.

15 MR. ARONOWITZ: It's 35-855, and it's --

16 JUDGE STEINBERG: 35 what?

17 MR. NAFTALIN: 733555.

18 MR. ARONOWITZ: And actually I worked with rule a  
19 number of time so I know it's here somewhere.

20 JUDGE STEINBERG: Okay, I just wanted -- you know,  
21 we don't have to get into it because I know that this is  
22 addressed to a question that I asked at the admission  
23 session, and I just -- I thought that perhaps my terminology  
24 when I asked this to be addressed, I thought that my  
25 terminology might have been wrong, and maybe I should have

1 same time brokerage arrangement instead of LMA.

2 In any event, I would expect all of this to be  
3 thoroughly discussed in findings and conclusions.

4 MR. ARONOWITZ: Yes. The problem is, Your Honor,  
5 and I can represent this from personal experience, people  
6 tend to use these terms interchangeably, and in fact there  
7 are differences between PBAs, LMAs, and so on and so forth,  
8 and they are really marginal -- there are marginal  
9 differences, but they are key.

10 MR. RILEY: Although I don't believe the  
11 Commission's rules use the term "LMA." The Commission's  
12 rules use the term "time brokerage.)

13 MR. ARONOWITZ: Correct.

14 MR. NAFTALIN: And I think you would find in  
15 practice that the title on the document is almost  
16 interchangeable.

17 MR. RILEY: Oh, absolutely.

18 MR. NAFTALIN: There is one thing called time  
19 brokerage, the other --

20 (Simultaneous conversation.)

21 MR. ARONOWITZ: That's what I was trying to  
22 suggest is that people tend to use these interchangeably  
23 albeit incorrectly.

24 MR. RILEY: Yes.

25 MR. ARONOWITZ: And the Commissions rules do not

1 define LMA; they define brokerage, that is, to the best of  
2 my recollection.

3 JUDGE STEINBERG: Okay. I didn't want Mr. Turro  
4 to hear this discussion. This discussion is more to clarify  
5 in my mind because I had -- as I explained, I had a  
6 misconception.

7 So I guess we can get Mr. Turro back if somebody  
8 could -- however is closest to the door.

9 MR. ARONOWITZ: Excuse me. Excuse me.

10 Are you clear?

11 JUDGE STEINBERG: Yes.

12 MR. ARONOWITZ: Okay. I was going to try another  
13 definition but if you're fine --

14 JUDGE STEINBERG: No, no, no.

15 (Witness returns to the witness stand.)

16 JUDGE STEINBERG: Just to let Mr. Turro know, we  
17 clarified a misconception that I had.

18 THE WITNESS: Yes, Your Honor.

19 BY MR. HELMICK:

20 Q Mr. Turro, not to belabor the point, I really  
21 don't want a technical definition. I just want basically an  
22 understanding.

23 You said that you thought an LMA was when an  
24 individual or entity came in and leased the station.

25 A Yes.

1           Q     Without regard to whether a station gets its  
2 programming from a network or any other sources, is it your  
3 understanding that under an LMA that person or entity  
4 basically controls whatever programming is broadcast on the  
5 station?

6           A     Yes.

7           Q     What is your understanding as to what a time  
8 brokerage agreement is?

9           A     A time brokerage agreement is where an individual  
10 can go into a radio station, such as WVNJ, and buy a little  
11 or as much air time as they wish. They don't get involved  
12 in controlling the radio station or making -- hiring and  
13 firing the stations, and they don't pay the bills. They  
14 generally don't control the radio station.

15          Q     If you were to compare a -- well, if you were to  
16 compare a local marketing agreement with a time brokerage,  
17 would there be any difference between those agreements in  
18 your understanding?

19          A     If my understand, Mr. Helmick, about LMAs is  
20 correct, there would be a difference. In an LMA, the  
21 individual makes certain decisions as to the radio station's  
22 personnel.

23                 Again, I must admit, Your Honor, I have a very  
24 cloudy idea of what an LMA is.

25          Q     Well, let's limit it to programming. Is there any

1 difference or distinction in your understanding as to an LMA  
2 and a time brokerage agreement as to programming that is  
3 broadcast by a station?

4 A If the station were LMA, I would imagine that  
5 whosever LMA station would be ultimately responsible for the  
6 programming on a radio station. In a time brokerage -- in a  
7 time brokerage, the licensee would still be responsible for  
8 the programming on the radio station.

9 MR. HELMICK: Your Honor, I would like to show a  
10 portion of the this particularly to refresh his  
11 recollection, part of his deposition?

12 JUDGE STEINBERG: Does Mr. Turro has his own copy?

13 MR. NAFTALIN: I have my one copy here. Which  
14 pages?

15 MR. HELMICK: Pages 199 to a portion of page 200,  
16 specifically --

17 MR. NAFTALIN: I'll represent those two pages are  
18 unmarked.

19 MR. HELMICK: Specifically, I would like you to  
20 show him starting on page 199 with line 11, and over to page  
21 200.

22 THE WITNESS: Starting on line 11?

23 MR. HELMICK: Line 11 right there.

24 MR. NAFTALIN: Where?

25 MR. HELMICK: Excuse me.

1 BY MR. HELMICK:

2 Q Why don't just go to factors of summation. Why  
3 don't you go to page 200 of the deposition, and read any  
4 previous, but line 22 at the bottom of page 200, and to the  
5 end of the page. There is a little bit of carryover to page  
6 201.

7 A I'm sorry. The end of page 201?

8 MR. NAFTALIN: And then a little top.

9 MR. HELMICK: Yes, a little bit on page 201.

10 Just read on down to line five on page 201.

11 JUDGE STEINBERG: 201, line five.

12 MR. HELMICK: No, 201, line five.

13 JUDGE STEINBERG: Yes.

14 THE WITNESS: Okay, it's over here.

15 (Witness reviews document.)

16 THE WITNESS: Okay. You only wanted me to read  
17 five line, Mr. Helmick?

18 BY MR. HELMICK:

19 Q Now, you read page 200, starting around line 22,  
20 then 201, down to about line five?

21 A Yes.

22 Q Okay. Does that refresh your recollection as to  
23 what you stated at your deposition?

24 A I think I just said it now. Repeat it.

25 Q Wait.

1           A     Okay, I'm sorry.

2           Q     In July 1997, as to what you understood to be a  
3     difference between a local marketing agreement and a time  
4     brokerage agreement as to programming matters?

5           A     I didn't understand then and I don't understand  
6     now what an LMA is, and I think I made that clear on page  
7     200. Basically means I really don't know. And I mean, I  
8     made it clear, and I remember the deposition clearly that I  
9     made it -- that I really don't know what an LMA is which is,  
10    I mean, I want to answer this question for you. I don't  
11    know. I'm trying to compare apples to oranges when I  
12    haven't seen the orange.

13          Q     All right. Is it not correct that at your  
14    deposition, in response to a question I asked, "What's your  
15    understanding of the difference between and LMA and time  
16    brokerage agreement, if there is any," and your answer was,  
17    "On a time brokerage agreement, it's a few hours a day. An  
18    LMA, as I understand it, you basically take over operation  
19    of the radio station." Is that what you said?

20          A     Yes.

21          Q     Thank you.

22                What is your understanding of what a network  
23    agreement is as to programming matters?

24          A     In a network affiliation agreement you have the  
25    ability -- you have the ability to take as much of the



1 programming as you like.

2 Q No, let's look at -- okay, you are absolutely  
3 right. It's a network affiliation agreement. Let's look at  
4 this from, first of all, from the network itself.

5 A Any network?

6 Q Any network.

7 A Okay.

8 Q Let's take Jukebox network, as a matter of fact.

9 A Okay.

10 Q You have an agreement whereby you provide, do you  
11 not, essentially 100 percent of the programming to WJUX?

12 A No.

13 Q Would you explain what programming you provide  
14 WJUX?

15 A I make available to them 24 hours a day, seven  
16 days a week. I don't provide it. I make it available to  
17 them.

18 Q What's the difference between provide and make  
19 available?

20 A Provide means it's there if they want to take it.  
21 And, in fact, I guess available could be the same thing,  
22 provide and available.

23 Q In other words, you put the programming on the  
24 network. If WJUX wants it, they take it? If they don't  
25 want it, they preempt it or delete it?